



# STATE OF ARKANSAS

## Term Contract

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Vendor No. 100000875  
Contact Kristi Campbell  
Your reference SP-06-0112

FORMS WORLD INC  
PO Box 6930  
SAINT LOUIS MO 63123

Contract No. 4600009552  
Date 11/16/2005

Contact Rick Smith  
Telephone 501-324-9323  
Fax 501-324-9311

Our ref. ST  
Incoterms FOB  
DESTINATION

Send Invoice To:

ORDERING STATE AGENCY OR  
COOPERATIVE PROCUREMENT PARTICIPANT

Ship To:

As specified by Agency  
Purchase Order

Valid from: 01/01/2006  
Valid to: 12/31/2006

ARKANSAS STATE PROCUREMENT TRACKING NO: SP-06-0112  
COMMODITY: STOCK CONTINUOUS PAPER  
COMMODITY TYPE: TERM (OUTLINE AGREEMENT)

BUYER: RICK SMITH  
TELEPHONE NUMBER: 501-324-9323  
FAX NUMBER: 501-324-9311  
E-MAIL ADDRESS: rick.smith@dfa.state.ar.us

CONTRACT AWARD TO:

Forms World, Inc.  
CONTACT REPRESENTATIVE NAME/TITLE:  
Kristie Campbell/Sales Representative  
ADDRESS: 10000 Watson Road, Suite 1L8  
St. Louis, Missouri (MO) 63126

TELEPHONE NUMBER: 314-821-1266  
FAX NUMBER: 314-821-8199  
E-MAIL ADDRESS: krscampbell@hotmail.com  
FEDERAL ID NO: 43-1073979

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

*Joseph A. Didelis*

Purchasing Official/Fiscal Officer

*11-17-2005*  
Date



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**COOPERATIVE PROCUREMENT PROGRAM PARTICIPATION:** Arkansas' Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain nonprofit corporations, etc.) may participate in state procurement contracts. The contractor(s) therefore agree(s) to sell to Cooperative Procurement Program participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within the invitation for bid must be equally applied to such participants.

Color available: GREEN

BRAND & MILL BID: KDM - GEORGIA PACIFIC.

**VENDOR CONTACT:** If requested, the contractor must have available a qualified representative within 24 hours to render assistance to any using entity encountering difficulty in using the contractor's forms.

NAME: KRISTI CAMPBELL

ADDRESS: 10000 WATSON ROAD, SUITE 1L8  
ST. LOUIS, MO 63126

PHONE NO: 314-821-1266

FAX NO: 314-821-8199

EMAIL: krscampbell@hotmail.com

### SPECIAL TERMS AND CONDITIONS

**SCOPE:** The contractor will be required to deliver "stock" sizes of paper to the ordering agencies and cooperative procurement participants. The forms will be marginally punched for use on high speed, pin-fed data processing equipment. Forms are available in one to six parts.

**DELIVERY:** Inside delivery cost of forms is included in the unit pricing. Contractor must deliver orders of ten cartons or less within 10 working days and orders of eleven (11) cartons/rolls or more within twenty-five (25) working days after receipt of entity purchase order.

"Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays.

Contractor will be responsible for all transportation expenses including inside delivery to the location(s) specified on the entity purchase order.

**NOTE TO THE ORDERING AGENCY:** To assist in keeping delivery costs to a minimum, the ordering agency will notify the vendor at the time of order of special delivery conditions, such as, stairs, elevators, and unusual distance from unloading area, lack of loading dock, etc., at the time the order is placed. Make this notation on the Purchase Order or by calling the Kristi Campbell the Forms World representative.

**QUALITY:** The stock continuous paper furnished must meet industry-accepted standards for "FIRST CLASS" quality and free to defects in workmanship. All materials and operations such as collating, punching, perforating,

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registration and paper must be of such quality as to insure satisfactory continuous operation.

**TERM:** This contract will be in effect from January 1, 2006 to December 31, 2006, however, it may be cancelled at any time between these dates by mutual consent between The Office of State Procurement and the contractor. The Office of State Procurement may cancel this contract for late delivery, poor quality paper, non-compliance with contract terms and specifications, etc.

**EXTENSION CLAUSE:** Any contract awarded from the offering of these specifications will be subject to extension for a period not to exceed two renewal terms equal to the term of the initial agreement. The Office of State Procurement and the contractor must mutually agree upon any extension. The Office of State Procurement will notify the contractor before expiration of the contract if an extension is requested. All prices will remain firm for any period agreed upon for extension.

**ESTIMATED QUANTITIES:** The quantities set forth are estimates based upon actual purchases during the previous contract.

The State does not guarantee the purchase of any or all estimated quantities of any specified line item or any total contract dollar amount.

**ORDERS & MINIMUM QUANTITIES:** The minimum order for items 1-24 will be 5 cartons. Items may be combined to achieve the 5 carton minimum.

The minimum order for items 25-26 will be 80 rolls.

A restocking fee of 10% of the invoice total (excluding taxes) not to exceed \$100.00 may be charged by the contractor on orders returned by the entity in which the contractor was not at fault. The ordering entity will be liable for freight on the returned order. The additional freight charge will be listed on the invoice.

All purchase orders must be routed direct to the contractor. All orders will be for full case quantities. No broken cases will be accepted. The contractor will be responsible for promptly returning any order received in error. Incomplete orders will be returned to entity. This will include those without a specific delivery point(s), sizes, quantity and item number.

All ordering entities requiring multiple delivery points must provide all pertinent ship-to/delivery requirements on the face of their purchase order i.e. docking facilities, specific floor of the building, etc.

### EXCLUSIONS

Orders will be excluded from this contract if they include any of the following:

Orders for custom continuous forms.

Forms produced on a paper stock of a lesser quality than that specified within this contract.

Those orders for ink jet paper.

Those orders of exception must be purchased following the current procurement law and regulations.

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**OVERRUNS/UNDERRUNS:** The contractor will be allowed to deliver full cartons/rolls. If the entity requests a quantity that will not meet the full carton/roll requirement, the contractor will deliver a quantity representing the next complete carton/roll.

**SUMMARY REPORT:** The contractor is required to submit an Excel spreadsheet or other compatible computer media with two reports. The quantity ordered report will include the line item and quantity of cases/rolls ordered. The agency ordered report would include the agency number (list provided by State Procurement), line item and quantity of cases/rolls ordered.

**INVOICE:** Invoices must be submitted in triplicate, unless otherwise specified on the agency's purchase order, to the requisitioning entity. Contractor must include the appropriate contract number on the face of the invoice.

**LIQUIDATED DAMAGES OR PENALTY:** All commodities furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

Liquidated damages imposed by the state against the contractor for failure to meet the delivery schedule will be one percent (1%) of the invoice amount for each working day beyond the specified delivery time. The contractor shall be relieved of delays due to causes beyond his control such as acts of God, national emergency, strikes or fire. The Office of State Procurement will assess penalties for late delivery in all cases except those approved by the Office of State Procurement that relate to causes beyond the contractor's control. The contractor must notify, in writing, on a timely basis, the Office of State Procurement of such developments stating reason, justification and extent of delay. Other liquidated damages provided for in this contract must be verified and approved in writing by the Office of State Procurement prior to application by the ordering agency.

When the time does not allow for reprinting or reordering, acceptance of an inferior commodity may result in a liquidated damage of up to 20 percent (20%) of the invoice price or \$500, whichever is smaller.

### MISCELLANEOUS SPECIFICATIONS

**ALIGNMENT:** Horizontal lines and tint bars must be located at a 90-degree angle to the pin feed holes.

Vertical line must be parallel to alignment of marginal punching.

Precision engineering and careful workmanship shall be provided in the printing operation to assure clear, sharp, accurate, consistency of image and accurate registration from ply-to-ply.

**PUNCHING:** Both margins must be line hole punched with 5/32" diameter holes on 1/2" centers for continuous feed on high-speed printers and other output and input equipment. Punching shall be clear, sharp, free of confetti and in register for all plies.

Top and bottom marginal corner holes must be located 1/4" from tear-line perforations to center of hole per press depth and identically located on all forms and all parts of all forms.

**PERFORATIONS:** Some items require micro perf, keen edge, laser perf or similar invisible perforations. All other

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items will use standard perforations.

Full horizontal perforations are required between sets on all parts. Perforations must be clean and sharp, without lint, and lie flat at both front and backsides of forms. Cutting process must assure clean separation by hand or by detaching of bursting equipment, but must not allow premature or unwanted separation. Tear perforations must be 1/4" from center of top and bottom aligning holes with the form per press depth. Perforations shall be constantly accurate to 90 angle to the centerline of vertical aligning holes in margins.

**BREAKS:** The ordering entity and Arkansas State Procurement office will not accept orders with excessive mended breaks. Forms/rolls must be delivered without breaks. If mending tape is used to achieve a continuous form, it must not interfere with the operation of the printer.

Notation must be made on the carton/roll clearly indicate where the break will occur.

**FASTENING:** Forms must contain standard high speed crimping along the right margin on multiple ply forms. Paper must be crimp fastened with a minimum of three crimps every two inches throughout the length of each form and must have either of the following:

at least one crimp fastening through all papers per form,  
or  
fugitive gluing of all parts along the left hand margin.

**FOLDING:** Forms must be fan folded on horizontal perforation at bottom of form.

**PACKAGING:** Purchase order may request cartons be delivered on pallets. Contractor will be authorized a charge of not more than \$7.50 per pallet.

Carton forms should be fan-folded "face-up". All cartons must be marked on the outside as to contractor's name, description of forms and quantity within. The forms must be packaged in corrugated containers of sufficient strength to protect forms from damage during shipping, handling and storage. The internal dimension of the cartons must be approximately 1/16" greater than the width and 1/8" greater than the length of packed forms so as to insure against damage due to bending, curling, shifting, etc.

Roll forms must be marked on the outside as to contractor's name, description of forms and quantity. The rolls must be secured to pallets of sufficient strength to protect rolls from damage during shipping, handling and storage.

**PAPER PRICE CHANGE CLAUSE:** Prices are to remain firm for an initial period of six (6) months. Thereafter, prices shall be changed upward or downward as to the paper cost. The awarded vendor must submit invoices reflecting the actual cost of paper. These invoices must be submitted to the Office of State Procurement within ten (10) days after the initial six (6) months of the contract. These invoices must be authenticated by the supplier (mill or production facility); all invoices will be kept confidential. Prices will remain firm for at least ninety (90) days. Price change will be considered only on these items experiencing changes (virgin/recycled, or carbonless papers) and limited to actual change in paper cost. Afterward, price increases or decreases may be initiated depending on what the invoices reflect. Price changes may be granted based upon mill announced increases thereafter. Any increases must be authenticated by mill invoices dated after the mill announced "effective date" of the increase. In those instances where authorized price increases are not substantiated by mill invoices, the state will take necessary action to readjust prices and collect any overpayments. As a part of this agreement, the successful vendor must

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inform the Office of State Procurement promptly of any general mill price decreases involving paper stocks covered by this contract.

All invoices submitted by the supplier (mill or production facility) must collate and categorize price of paper involved by weights (10,12,15, 18, and 20 lb., etc.) and types of paper (carbonless, registered bond, etc.). Price change per pound is multiplied by the number of pounds of that material necessary to manufacture 1,000 forms. This answer without markup is the price change per 1,000 forms. Add or subtract on the original price/M sheets on the contract. The awarded vendor must keep a total of all paper sold to the State of Arkansas by weights (10,12,15,18, and 20 lbs., etc.) and types of paper (carbonless, registered bond, etc.).

### PAPER SPECIFICATIONS

#### PAPER STOCK:

All single part forms constructed of virgin stock are to be a white standard commercial #4 grade register sulphite bond. Minimum brightness of 79 for all virgin and recycled single part forms.

All recycled stock forms must have a minimum target brightness of 79 and a minimum of 20% post consumer content. There shall be no groundwood content of more than 1%.

The weight of the single part forms will be specified in the description of the item number.

Multi-part virgin and recycled carbonless forms are to be black image premium carbonless bond. All parts are white. Minimum brightness 79.

Paper weights are to be as specified:

- 1st part - not less than 15# CB
- 2nd part - (on 2-part form) - not less than 14# CF
- 2nd part - (of 3 or more parts) - not less than 12.5# CFB
- 3rd part - (on 3-part form) - not less than 15# CF
- 3rd part - (of 4-part form) - not less than 12.5# CFB
- 4th part - not less than 15# CF

THE OFFICE OF STATE PROCUREMENT MAY REQUIRE SAMPLES OF THE RECYCLED PAPER (S) BID. THE SAMPLES BID MUST BE PROVIDED WITHIN FIVE WORKING DAYS AFTER RECEIPT OF WRITTEN REQUEST FROM THE OFFICE OF STATE PROCUREMENT. THE AWARD WILL BE CONTINGENT UPON THE RECEIPT AND ACCEPTANCE OF THE SAMPLES.

Any offer made to provide goods on recycled stock to the State is done with the express understanding that such goods must be guaranteed to provide adequate service on the equipment and for the purpose intended.

**PRODUCT TESTING:** In the event the products being supplied by a vendor are challenged in writing, the paper suppliers must submit a mill packaged sample of the brand bid for testing by an independent laboratory designated by the Office of State Procurement. If the paper does meet the minimum specifications, the Vendor challenging the product shall bear all costs associated with the testing. If the paper does not meet the minimum specifications, the company supplying the paper will bear the testing costs and the contract may be awarded to the next low bidder meeting specifications. ~~If the challenge and resulting tests are conducted after the award of the contract, the same~~

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previously stated provisions apply. In addition, if the paper being supplied fails to meet specifications, the contract may be cancelled by default and reawarded.

### RULING CHART:

- A. RULING, BLANK
- B. RULING, BLANK WITH VERTICAL PERFS
- C. RULING, 3 LINES PER INCH
- D. RULING, 1/6" BAR
- E. RULING, 1/8" BAR
- F. RULING, 1/2" BAR

### ALL LINE ITEMS PER 1000 SHEETS

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0010	10029370 PAPER, 8.5x3.5, 1 pt 15# wht bond; B VIRGIN  Please deliver to: As specified on agency Purchase Order DE WITT AR	84	Thousand	4.02	\$ 337.68
0020	10029375 PAPER, 8.5x11, 1 pt 15# wht bond; A VIRGIN  Please deliver to: As specified on agency Purchase Order DE WITT AR	21	Thousand	5.16	\$ 108.36
0030	10029382 PAPER, 9.5x3.5, 1 pt 20# wht bond; B VIRGIN  Please deliver to: As specified on agency Purchase Order DE WITT AR	513	Thousand	4.17	\$ 2,139.21
0040	10029393 PAPER, 9.5x5.5, 1 pt 20# wht bond; A RECYCLED	14	Thousand	3.38	\$ 48.67

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	<b>Please deliver to:</b> As specified on agency Purchase Order DE WITT AR			
0050	10029400 PAPER, 9.5x5.5, 2 pt wht carbonless; B RECYCLED <b>Please deliver to:</b> As specified on agency Purchase Order DE WITT AR	54 Thousand	9.49	\$ 512.46
0060	10029406 PAPER, 9.5x5.5, 3 pt wht carbonless; B RECYCLED <b>Please deliver to:</b> As specified on agency Purchase Order DE WITT AR	36 Thousand	15.22	\$ 547.92
0070	10029412 PAPER, 9.5x11, 1 pt 15# wht bond; B RECYCLED <b>Please deliver to:</b> As specified on agency Purchase Order DE WITT AR	380 Thousand	6.07	\$ 2,303.57
0080	10029418 PAPER, 9.5x 11, 1 pt 18# wht bond; B VIRGIN <b>Please deliver to:</b> As specified on agency Purchase Order DE WITT AR	249 Thousand	6.27	\$ 1,562.48
0090	10029423 PAPER, 9.5x 11, 1 pt 20# wht bond; A RECYCLED <b>Please deliver to:</b> As specified on agency Purchase Order DE WITT AR	31 Thousand	6.57	\$ 204.98

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0100	10029430 PAPER, 9.5 x 11, 1 pt 20# w/b in perf; B RECYCLED Please deliver to: As specified on agency Purchase Order DE WITT AR	1,685	Thousand	6.57	\$ 11,070.45
0110	10029442 PAPER, 9.5x11, 2 pt wht carbonless; B RECYCLED Please deliver to: As specified on agency Purchase Order DE WITT AR	907	Thousand	19.02	\$ 17,254.94
0120	10029448 PAPER, 9.5x11, 3 pt wht carbonless; B RECYCLED	158	Thousand	30.46	\$ 4,824.86
0130	10029454 PAPER, 9.5x11, 4 pt wht carbonless; B RECYCLED Please deliver to: As specified on agency Purchase Order DE WITT AR	14	Thousand	43.10	\$ 581.85
0150	10029494 PAPER, 14 7/8x8.5, 1 pt 18# wht bond; F RECYCLED Please deliver to: As specified on agency Purchase Order DE WITT AR	328	Thousand	7.54	\$ 2,470.10
0160	10029495 PAPER, 14 7/8x8.5, 1 pt 20# wht bond; A RECYCLED Please deliver to: As specified on agency Purchase Order DE WITT AR	546	Thousand	8.03	\$ 4,384.38

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0170	10029524 PAPER, 14-7/8X11, 1 PT, 15#, WHT BOND; F VIRGIN  Please deliver to: As specified on agency Purchase Order DE WITT AR	1,701	Thousand	8.68	\$ 14,764.68
0180	10029528 PAPER, 14 7/8x11, 1 pt 18# wht bond; D RECYCLED  Please deliver to: As specified on agency Purchase Order DE WITT AR	126	Thousand	9.46	\$ 1,191.96
0190	10029530 PAPER, 14 7/8x11, 1 pt 18# wht bond; F RECYCLED  Please deliver to: As specified on agency Purchase Order DE WITT AR	294	Thousand	9.46	\$ 2,781.24
0200	10029531 PAPER, 14 7/8x11, 1 pt 20# wht bond; A RECYCLED  Please deliver to: As specified on agency Purchase Order DE WITT AR	133	Thousand	10.24	\$ 1,357.82
0210	10029533 PAPER, 14 7/8x11, 1 pt 20# wht bond; C RECYCLED  Please deliver to: As specified on agency Purchase Order DE WITT AR	65	Thousand	10.24	\$ 665.60
0220	10029534 PAPER, 14 7/8x11, 1 pt 20# wht bond; D RECYCLED	187	Thousand	10.24	\$ 1,916.93

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
<b>Please deliver to:</b> As specified on agency Purchase Order DE WITT AR					
0230	10029536 PAPER, 14 7/8x11, 1 pt 20# wht bond; F RECYCLED <b>Please deliver to:</b> As specified on agency Purchase Order DE WITT AR	2,642	Thousand	10.24	\$ 27,049.98
0240	10029542 PAPER, 14 7/8x11, 2 pt wht carbonless; F RECYCLED <b>Please deliver to:</b> As specified on agency Purchase Order DE WITT AR	126	Thousand	28.71	\$ 3,617.46
0270	10029424 PAPER, 9.5x 11, 1 pt 20# wht bond; B RECYCLED <b>Please deliver to:</b> As specified on agency Purchase Order DE WITT AR	809	Thousand	6.57	\$ 5,313.82
0290	10029550 PAPER, 12 x 8.5, 1 pt roll, 6" core; B RECYCLED <b>Please deliver to:</b> As specified on agency Purchase Order DE WITT AR	110	Roll	370.20	\$ 40,722.00
0300	10123831 CORE 6" 18X11 20 # ROL	36	Roll	470.12	\$ 16,924.32
<b>OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS</b>					
1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.					

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2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.
10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full

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increase, if any, in cost and handling to the defaulting contractor.

13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

### GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.